

The Honorable Ricardo S. Martinez

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

JUDY YEE,  
Plaintiff  
v.

VERIZON DIGITAL MEDIA SERVICES, INC., a California Corporation, and  
VERIZON WIRELESS SERVICES, LLC, d/b/a VERIZON WIRELESS, a Delaware Limited Liability Company, EQUIFAX INFORMATION SERVICES, LLC, a Georgia Limited Liability Company, EXPERIAN INFORMATION SOLUTIONS, INC., an Ohio Corporation and TRANS UNION LLC, a Delaware Limited Liability Company,

## Defendants.

IT IS HEREBY STIPULATED by and between Plaintiff Judy Yee and Defendants  
VERIZON DIGITAL MEDIA SERVICES, INC. (“Verizon Media”), VERIZON WIRELESS  
SERVICES, LLC (“Verizon Wireless”), EQUIFAX INFORMATION SERVICES LLC  
 (“Equifax”), EXPERIAN INFORMATION SOLUTIONS, INC. (“Experian”), through their  
respective attorneys of record, as follows:

## 1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or

1 private information for which special protection may be warranted. Accordingly, the parties hereby  
2 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
3 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection  
4 on all disclosures or responses to discovery, the protection it affords from public disclosure and use  
5 extends only to the limited information or items that are entitled to confidential treatment under the  
6 applicable legal principles, and it does not presumptively entitle parties to file confidential  
7 information under seal.

8 2. **“CONFIDENTIAL” MATERIAL**

9 “Confidential” material shall include the following documents and tangible things  
10 produced or otherwise exchanged:

- 11 a. information prohibited from disclosure by statute;
- 12 b. information that the party has a reasonable and good faith belief contains a  
13 trade secret, including, but not limited to, disclosure logs, D/R logs,  
14 transaction logs, admin reports, and Defendants’ confidential policies and  
15 procedures;
- 16 c. research, technical, commercial or financial information that the party has  
17 maintained as confidential, and that, if disclosed to customers or  
18 competitors, would tend to damage the party's competitive position or  
19 expose an individual to identity theft;
- 20 d. information and documents that a party has a reasonable and good faith  
21 belief constitutes, contains, or refers to proprietary technology or  
22 information owned or developed by the producing party, and that, if  
23 disclosed to customers or competitors, would tend to damage the party's  
24 competitive position, including, but not limited to, Defendants' confidential  
25 policies and procedures, disclosure logs, D/R logs, transaction logs, and  
26 Admin reports.

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1       3.     SCOPE

2              The protections conferred by this agreement cover not only confidential material (as  
3 defined above), but also (1) any information copied or extracted from confidential material; (2)  
4 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony or  
5 presentations by parties or their counsel that might reveal confidential material.

6              However, the protections conferred by this agreement do not cover information that is in  
7 the public domain or becomes part of the public domain through trial or otherwise.

8       4.     ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

9       4.1     Basic Principles. A receiving party may use confidential material that is disclosed  
10 or produced by another party or by a non-party in connection with this case only for prosecuting,  
11 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the  
12 categories of persons and under the conditions described in this agreement. Confidential  
13 material must be stored and maintained by a receiving party at a location and in a secure manner  
14 that ensures that access is limited to the persons authorized under this agreement.

15              Nothing in this Order shall prevent a party from using at trial any information or materials  
16 designated "Confidential."

17       4.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
18 ordered by the court or permitted in writing by the designating party, a receiving party may  
19 disclose any confidential material only to:

20                  (a) the receiving party's counsel of record in this action, as well as employees of  
21 counsel to whom it is reasonably necessary to disclose the information for this litigation;

22                  (b) the officers, directors, and employees (including in house counsel) of the  
23 receiving party to whom disclosure is reasonably necessary for this litigation,

24                  (c) experts and consultants specifically retained in connection with this litigation to  
25 whom disclosure is reasonably necessary and who have signed the "Acknowledgment and  
26 Agreement to Be Bound" (Exhibit A);

27                  (d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

All persons receiving documents produced pursuant to this Order shall be advised of their confidential nature. All persons to whom confidential information and/or documents are disclosed are hereby enjoined from disclosing same to any person except as provided herein, and are further enjoined from using same except in the preparation for and trial of the above-captioned action between the named parties thereto. No person receiving or reviewing such confidential documents, information or transcript shall disseminate or disclose them to any person other than those described above in Section 4.2 and for the purposes specified, and in no event shall such person make any other use of such document or transcript.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A) to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing

1 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and  
2 the standards that will be applied when a party seeks permission from the court to file material  
3 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the  
4 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.  
5 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with  
6 the strong presumption of public access to the Court's files.

7 5. **DESIGNATING PROTECTED MATERIAL**

8 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each party  
9 or non-party that designates information or items for protection under this agreement must take  
10 care to limit any such designation to specific material that qualifies under the appropriate standards.  
11 The designating party must designate for protection only those parts of material, documents, items,  
12 or oral or written communications that qualify, so that other portions of the material, documents,  
13 items, or communications for which protection is not warranted are not swept unjustifiably within  
14 the ambit of this agreement.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
16 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily  
17 encumber or delay the case development process or to impose unnecessary expenses and burdens  
18 on other parties) expose the designating party to sanctions.

19 If it comes to a designating party's attention that information or items that it designated for  
20 protection do not qualify for protection, the designating party must promptly notify all other  
21 parties that it is withdrawing the mistaken designation.

22 5.2 **Manner and Timing of Designations.** Except as otherwise provided in this  
23 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
24 ordered, disclosure or discovery material that qualifies for protection under this agreement must be  
25 clearly so designated before or when the material is disclosed or produced.

26 (a) Information in documentary form: (*e.g.*, paper or electronic documents and  
27 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
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1 the designating party must affix the word “CONFIDENTIAL” to each page that contains  
2 confidential material. If only a portion or portions of the material on a page qualifies for protection,  
3 the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

5 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
6 any participating non-parties must identify on the record, during the deposition or other pretrial  
7 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
8 after reviewing the transcript. Any party or non-party may, within twenty-one days after availability  
9 of the transcript of the deposition or other pretrial proceeding, designate portions of the transcript,  
10 or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information  
11 at trial, the issue should be addressed during the pre-trial conference.

12 (c) Other tangible items: the producing party must affix in a prominent place on the  
13 exterior of the container or containers in which the information or item is stored the word  
14 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
15 the producing party, to the extent practicable, shall identify the protected portion(s).

16       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
17 designate qualified information or items does not, standing alone, waive the designating party’s  
18 right to secure protection under this agreement for such material. Upon timely correction of a  
19 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
20 in accordance with the provisions of this agreement.

21       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

22       6.1     Timing of Challenges. Any party or non-party may challenge a designation of  
23 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
25 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
26 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
27 original designation is disclosed.

1           6.2     Meet and Confer. The parties must make every attempt to resolve any dispute  
2 regarding confidential designations without court involvement. Any motion regarding confidential  
3 designations or for a protective order must include a certification, in the motion or in a declaration  
4 or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
5 affected parties in an effort to resolve the dispute without court action. The certification must list  
6 the date, manner, and participants to the conference. A good faith effort to confer requires a face-  
7 to-face meeting or a telephone conference.

8           6.3     Judicial Intervention. If the parties cannot resolve a challenge without court  
9 intervention, the designating party shall file and serve a motion to retain confidentiality under Local  
10 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion  
11 in any such motion shall be on the designating party. Frivolous challenges, and those made for an  
12 improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties)  
13 may expose the challenging party to sanctions. All parties shall continue to maintain the material  
14 in question as confidential until the court rules on the challenge.

15       7.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
16       LITIGATION

17       If a party is served with a subpoena or a court order issued in other litigation that compels  
18 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party  
19 must:

20           (a) promptly notify the designating party in writing and include a copy of the subpoena or  
21 court order;

22           (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
23 other litigation that some or all of the material covered by the subpoena or order is subject to this  
24 agreement. Such notification shall include a copy of this agreement; and

25           (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
26 designating party whose confidential material may be affected.

27       8.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. **NON TERMINATION AND RETURN OF DOCUMENTS**

Within 60 days after the termination of this action, including all appeals, each receiving party must return or destroy all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated this 14th day of June, 2019, at Tacoma, Washington.

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17                  *Attorneys for Experian Information Solutions, Inc.*

18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
20 documents in this proceeding shall not, for the purposes of this proceeding or any other  
21 proceeding in any other court, constitute a waiver by the producing party of any privilege  
22 applicable to those documents, including the attorney-client privilege, attorney work-product  
23 protection, or any other privilege or protection recognized by law.

24 DATED: June 18, 2019.

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RICARDO S. MARTINEZ  
CHIEF UNITED STATES DISTRICT JUDGE

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on \_\_\_\_\_ [date] in the case of *Judy Yee v. VERIZON DIGITAL MEDIA SERVICES, INC., a California Corporation, and VERIZON WIRELESS SERVICES, LLC, d/b/a VERIZON WIRELESS, a Delaware Limited Liability Company, EQUIFAX INFORMATION SERVICES, LLC, a Georgia Limited Liability Company, EXPERIAN INFORMATION SOLUTIONS, INC., an Ohio Corporation and TRANS UNION LLC, a Delaware Limited Liability Company, Western District of Washington (Seattle) Case No. 2:19-cv-00203-RSM*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed name:

Signature: